Based on the following remarks, Applicants respectfully traverse the rejection of claims 1, 2, 4, 6, 7, 9-11, 13, 14-16, and 18-19 under 35 U.S.C. § 103(a) as being unpatentable over Crosskey in view of Huang.

To establish a proper *prima facie* case of obviousness under 35 U.S.C. § 103(a), the Examiner must demonstrate each of three requirements. First, the reference or references, taken alone or combined, must teach or suggest each and every element recited in the claims. *See* M.P.E.P. § 2143.03 (8th ed. 2001). Second, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to combine the references in a manner resulting in the claimed invention. *See* M.P.E.P. § 2143.01 (8th ed. 2001). Third, a reasonable expectation of success must exist. *See* M.P.E.P. § 2143.02 (8th ed. 2001). Moreover, each of these requirements must be found in the prior art, not in applicant's disclosure. *See* M.P.E.P. § 2143 (8th ed. 2001).

Claim 1 recites a combination of steps including, among other things, "receiving a request from the client for a document associated with the content provider," "determining whether a processed version of the document is located in a local cache," and "when it is determined that the processed version of the document is located in the local cache, providing the processed version of the document to the client." Crosskey and Huang, taken alone or in combination, do not disclose or suggest at least these features.

By contrast, Crosskey discloses a system and method for billing one or more participating parties for client access to the Internet. In particular, the system and method includes identifying at least one of the one or more participating parties as being

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responsible for the billing, allocating a share of the billing to each responsible participating party based on a predetermined function, and computing a billing amount for each of the responsible participating parties based on a function of the share and a client bandwidth usage. See Abstract. Crosskey, in implementing these features, also discloses using a proxy server to store in a cache some of the hypertext objects on its own local disk using caching algorithms. See col. 5, lines 15-18.

On the other hand, Huang discloses a proxy strategy that caches objects and actively sets update schedules for channel information disseminated from different servers. Based on available bandwidth, the proxy strategy formulates a mathematical function that can be solved to establish the proxy update schedules by maximizing the overall currency of information received by the clients. See Abstract. In other words, Huang discloses determining when to update cache data based upon the available bandwidth. See col. 3, lines 23-25.

Crosskey and Huang, taken alone or in combination, do not disclose or suggest at least "determining whether a processed version of the document is located in a local cache," "when it is determined that the processed version of the document is located in the local cache, providing the processed version of the document to the client," as recited in claim 1. By contrast, Crosskey teaches that its billing system is implemented according to a predetermined function that computes a billing amount. See col. 3, lines 30-35. Huang, however, regulates updating cache data based upon a determination relating to bandwidth.

Additionally, there is also no suggestion or motivation to combine Crosskey with Huang. In the Office Action (page 4), the Examiner alleges it would have been obvious

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to combine Crosskey and Huang to have a "processed version of the identified processed document to the client [included] in a communication system because it would [be] useful to have a series of actions, changes, or functions, bringing about a result." Applicants respectfully disagree.

Crosskey relates to a usage-based system and method for sharing Web access billing among multiple participating parties involved in a Web network computer system. As disclosed in Crosskey, such a system is for implementation by OLSPs (online service providers), content providers/merchants, advertisers, and users. Also as disclosed in Crosskey, the system discloses allocating billing responsibilities among participating parties. See col. 3, lines 27-36. By contrast, Huang involves updating of data based upon available bandwidth. See col. 3, lines 22-24. There is thus no suggestion or motivation to combine Crosskey's billing focused system with Huang's bandwidth maximization scheme to teach or suggest the recitations of claim 1. Accordingly, combining Huang with Crosskey would merely result in a billing system that caches data based on available bandwidth. This combined system operates in a fashion that differs from that recited in claim 1.

Because Huang and Crosskey, alone or in combination fail to teach or suggest the recitations of claim 1, Applicants request that the rejection of the claim under 35 U.S.C. § 103(a) be withdrawn and the claim allowed.

Claims 6, 10, 15, and 19 include recitations similar to those of claim 1. As explained, claim 1 is distinguishable from Huang and Crosskey. Accordingly, claims 6, 10, 15, and 19 are also distinguishable from these references and the Examiner should

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withdraw the rejection of these claims for at least the same reasons discussed above in connection with allowable claim 1.

Claims 2 and 4, 7 and 9, 11, 13, and 14, 16 and 18 depend from claims 1, 6, 10, and 15, respectively. Because claims 1, 6, 10, and 15 are distinguishable from Huang and Crosskey, the Examiner should withdraw the rejection of claims 2, 4, 7, 9, 11, 13, 14, 16, and 18 under 35 U.S.C. § 103(a) and allow the claims.

Applicants respectfully traverse the rejection of claims 3, 5, 8, 12, 14, and 17 under 35 U.S.C. § 103(a) as being unpatentable over Crosskey and Huang in view of Caldwell.

Claims 3 and 5, 8, 12 and 14, and 17 depend from one of claims 1, 6, 10, and 15, respectively. As discussed above, allowable claims 1, 6, 10, and 15 are neither disclosed nor suggested by Crosskey and Huang, taken alone or in combination. Moreover, the combination of Crosskey, Huang, and Caldwell does not disclose or suggest at least "determining whether a processed version of the document is located in a local cache," "when it is determined that the processed version of the document is located in the local cache, providing the processed version of the document to the client," as recited in allowable claim 1. As noted above, claims 6, 10, and 15 include recitations of a similar scope as claim 1. Accordingly, at least due to their dependence, claims 3, 5, 8, 12, 14, and 17 are neither disclosed nor suggested by the combination of Crosskey, Huang, and Caldwell.

In addition, there is no suggestion or motivation to combine Caldwell with Crosskey and Huang to arrive at the present invention. Caldwell discloses a method for mapping at least one local application module to respective message type data, and

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storing the message type data in association with the local application module in a local database accessible by a local server. See Abstract. There is thus no suggestion or motivation to combine the teachings of Caldwell with both Crosskey's web billing system and Huang's bandwidth scheduling strategy. Nor is there a reasonable expectation of success for making the proposed combination.

Because Crosskey, Huang, and Caldwell, taken alone or in combination, fail to teach or suggest the recitations of claims 3, 5, 8, 12, 14, and 17, Applicants request that the rejection of this claims be withdrawn, and the claims allowed.

CONCLUSION

In view of the foregoing remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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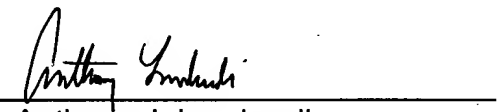
Dated: October 16, 2003

By: 
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